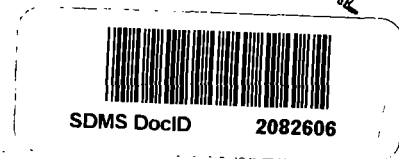




UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

FEB 27 2006



CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Richard Heller
312 Woodridge Lane
Wallingford, PA 19086

**Re: Required Submission of Information
Lower Darby Creek Area Superfund Site, Clearview Landfill
Delaware and Philadelphia Counties, Pennsylvania**

Dear Mr. Heller:

On November 17, 2005, the U.S. Environmental Protection Agency ("EPA") issued a letter (copy of which is enclosed) to you requiring the provision of information and/or documents relating to your ability to perform or finance the cleanup of the above-referenced Site, pursuant to Section 104(e)(2) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, ("CERCLA"), 42 U.S.C. § 9604(e)(2) ("Information Request"). Your response was due within **thirty (30) calendar days** of your receipt of the Information Request. The letter was hand delivered to you by Carlyn Winter Prisk on November 17, 2005 in the office of your attorney, Michael Pierce and such delivery was witnessed by Mr. Pierce as well as several EPA employees. Accordingly, your response and all supporting information was due on or before **December 17, 2005**.

You must provide all requested documents as well as a separate and complete narrative response to each and every question contained in EPA's November 17, 2005, Information Request within **seven (7) calendar days** of your receipt of this letter. This seven day period, however, is not to be construed as an extension of the original deadline and does not excuse any violation for failure to respond to the initial Information Request.

EPA hereby advises you that your failure to respond fully and truthfully to each question, or to justify adequately your failure to respond, may subject you to an enforcement action by EPA, pursuant to Section 104(e)(5) of CERCLA, 42 U.S.C. § 9604(e)(5). This section authorizes EPA to issue an order directing compliance with an information request made under the statute "after such notice and opportunity for consultation as is reasonably appropriate under the circumstances." This letter constitutes such notice.



In addition, Section 104(e)(5)(B) of CERCLA, 42 U.S.C. § 9604(e)(5)(B), allows EPA to seek judicial enforcement of an information request and authorizes the federal district courts to assess a civil penalty not to exceed \$32,500 for each day of non-compliance. In recent decisions, courts have assessed significant penalties against parties which had not complied with EPA information requests.

ORIGINAL

All documents and information should be submitted to:


Ms. Carlyn Winter Prisk (3HS62)
U.S. Environmental Protection Agency
1650 Arch Street
Philadelphia, PA 19103

Be advised that the provision of false, fictitious or fraudulent statements or representations may subject you to criminal sanctions under 18 U.S.C. § 1001.

If you have any questions concerning this matter, please contact Ms. Prisk at (215) 814-2625. Questions of a legal nature may be addressed to Bonnie Pugh Winkler, Senior Assistant Regional Counsel, at (215) 814-2680.

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501, et seq.

Sincerely,

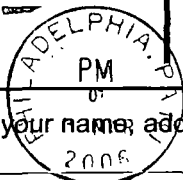

Laura B. Janson, Chief
Cost Recovery Branch

Enclosure

cc: Bonnie Pugh Winkler (3HS44)
Michael Pierce, Esq. (by Certified Mail)
Kristine Matzko (3HS23)



UNITED STATES POSTAL SERVICE



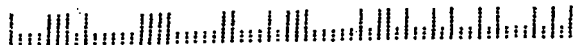
First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 ARCH STREET
MAIL CODE 3H562
PHILADELPHIA, PA 19103-2029
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300

Attn: C.Prisk

C001



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael P. Pierce, Esquire
17 Veterans Square
P.O. Box 604
Media, PA 19063

2. Article Number

(Transfer from service label)

7000 0520 0025 2485 3887

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Charlene Bogan☒ Agent☐ Addressee

B. Received by (Printed Name)

Charlene Bogan

C. Date of Delivery

3/3/06

D. Is delivery address different from item-1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

UNITED STATES POSTAL SERVICE

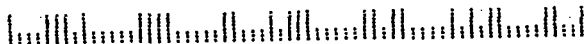


First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

Carlyn Prisk
Civil Investigator
U.S. Environmental Protection Agency
1650 Arch Street – 3HS62
Philadelphia, PA 19103

001



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Richard Heller
312 Woodridge Lane
Wallingford, PA 19086

2. Article Number

(Transfer from service label)

7001 0360 0000 2873 8418

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Michael Heller

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Michael Heller

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

YES, enter delivery address below: ☐ No

MAR 3 2006

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19079

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.

- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.

- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".

- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

IMPORTANT: Save this receipt and present it when making an inquiry.

U.S. Postal Service

CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0025 2485 3887

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
Here

Recipient's Name (Please Print Clearly) (To be completed by mailer)

Michael P. Pierce, Esq.

Street, Apt. No.; or PO Box No.

17 Veterans Square - P.O. Box 604

City, State, ZIP+ 4

Media, PA 19063

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is not available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

(Domestic Mail Only, No Insurance Allowed)

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
Here

Sent To

Street, Apt. N
or PO Box No

City, State, Zi

Mr. Richard Heller
312 Woodridge Lane
Wallingford, PA 19086

ns



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029



SDMS DocID: 2053210

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CERTIFIED MAIL
RETURN RECEIPT REQUESTED

NOV 18 2005

Richard Heller
312 Woodridge Lane
Wallingford, PA 19086

**Re: Required Submission of Information
Lower Darby Creek Area Superfund Site
Delaware and Philadelphia Counties, Pennsylvania**

Dear Mr. Heller:

The U.S. Environmental Protection Agency ("EPA") is seeking information relating to your ability to pay for or perform the cleanup at the Clearview Landfill area of the Lower Darby Creek Area Superfund Site ("Site").

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9604(e), EPA has the authority to require Richard Heller (hereinafter "you"), to furnish all information and documents in your possession, custody or control, or in the possession, custody or control of any of your employees or agents, which concern, refer, or relate to your ability to pay for or conduct the cleanup at the Site.

Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section 1001. The information you provide may be used by EPA in administrative, civil, or criminal proceedings.

You must respond in writing to this required submission of information (see **Enclosure E** for a list of specific information requested) within **thirty (30) calendar days** of your receipt of this letter.

If, for any reason, you do not provide all information responsive to this letter, then in your answer to EPA you must: (1) describe specifically what was not provided, and (2) provide to EPA an appropriate reason why the information was not provided.


All documents and information should be sent to:

Ms. Carlyn Winter Prisk (3HS62)
U.S. Environmental Protection Agency, Region III
1650 Arch Street
Philadelphia, PA 19103-2029.

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, et seq.

If you have any questions concerning this matter, please contact Civil Investigator Carlyn Winter Prisk at (215) 814-2625, or have your attorney contact Bonnie Pugh Winkler at (215) 814-2680.

Sincerely,


Laura B. Janson, Chief

Laura B. Janson, Chief
Cost Recovery Branch

Enclosures: **Enclosure A:** Business Confidentiality Claims/Disclosure of Your Response to EPA Contractors and Grantees
 Enclosure B: List of Contractors that May Review Your Response
 Enclosure C: Definitions
 Enclosure D: Instructions
 Enclosure E: Information Requested

cc: Bonnie Pugh Winkler (3RC44)
Michael Pierce, Esq.

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Enclosure A

Business Confidentiality Claims

You are entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Part 2, Subpart B. Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

Disclosure of Your Response to EPA Contractors and Grantees

EPA may contract with one or more independent contracting firms (See "Enclosure B") to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreements(s) under the Senior Environmental Employee Program ("SEE Enrollees"). The SEE Program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE Enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. Section 9604(e)(7), and EPA's regulations at 40 C.F.R. Section 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed.Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure B, you must notify EPA in writing at the time you submit such documents.

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Enclosure B

[rev. 11/2005]

List of Contractors That May Review Your Response

- Chenega Technical Products
Contract #EP-S3-04-01
Subcontractor to Chenega Technical Products is DPRA.
 - Tetra Tech EM, Inc. -
Contract #68-S3-0002
Subcontractor to Tetra Tech EM, Inc. is:
Eagle Instruments, Inc.
 - Ecology and Environment, Inc. -
Contract #68-S3-0001
Subcontractor to Ecology and Environment, Inc. is:
S & S Engineers, Inc.
 - IT Corporation - Contract #68-S3-00-06
Subcontracts to IT Corporation are:
Weavertown Environmental Group
Environmental Restoration Company
 - Earth Tech, Inc. -
Contract #68-S3-00-07
Subcontractors to Earth Tech, Inc. are:
Industrial Marine Services, Inc.
Cline Oil
Hertz Equipment Rental
 - Tetra Tech NUS Inc. -
Contract #68-S6-3003
Subcontractors to Tetra Tech NUS Inc. are:
Gannett Fleming, Inc.
Dynamic Corporation
C. C. Johnson & Malhotra, P.C.
 - CDM-Federal Programs Corporation -
Contract #68-S7-3003
Subcontractors to CDM-Federal Programs Corporation are:
Tetra Tech EM, Inc.
Robert Kimball & Associates
PMA & Associates
Home Engineering
Pacific Environmental Services
 - Black and Veatch Waste Science and Technology Corporation/Tetra Tech, Inc. - Contract #68-S7-3002
Subcontractor: Enviro Consultants Group
 - Tech Law, Inc. -
Contract #EP-S3-04-03
 - WRS Infrastructure & Environment, Inc. -
Contract # 68-S3-03-02
 - Kemron Environmental Services
Contract # 68-S3-03-05
 - Industrial Marine Services, Inc.
Contract # 68-S3-03-03
 - Guardian Environmental Services, Inc.
Contract # 68-S3-03-04
 - Booz-Allen & Hamilton
Contract # GS-10F-0090J (GSA Schedule)
- List of Inter-Agency Agreements
- General Services Administration
CERCLA File Room
Contractor: Booz-Allen & Hamilton
 - General Services Administration
Spectron Superfund Site
Contractor: Booz-Allen & Hamilton
 - General Services Administration
Breslube Penn Superfund Site
Contractor: Booz-Allen & Hamilton
- List of Cooperative Agreements
- National Association of Hispanic Elderly -
#CQ-822511
 - AARP Foundation (Senior Environmental Employment) -
#824021
#823952
 - National Older Work Career Center, Inc.
(NOWCC)- #CQ-830919

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Enclosure C

Definitions

- The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
- The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, inter-office and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
- The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 [of the U.S. Code], (b) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of [CERCLA], (c) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (42 U.S.C. Section 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.) has been suspended by Act of Congress), (d) any toxic pollutant listed under section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. Section 7412), and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 2606 of Title 15 [of the U.S. Code]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

- The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).
- The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.), if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act (42 U.S.C. Section 2210), or, for the purposes of section 9604 of [CERCLA] or any other response action, any release of source, byproduct, or special nuclear material from any processing site designated under sections 7912(a)(1) or 7942(a) of [CERCLA], and (d) the normal application of fertilizer.
- The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
- The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, and holding companies.

Enclosure D

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Instructions

1. You are entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure A, *Business Confidentiality Claims/Disclosure of Your Response to EPA Contractors and Grantees*. You must clearly mark such information by either stamping or using any other form of notice that such information is a trade secret, proprietary, or company confidential. To ensure to the greatest extent that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of each question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate the number of the specific question or subpart of the question to which the document(s) responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure C, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure C. Those terms shall have the meaning set forth in Enclosure C any time such terms are used in this Information Request and/or its Enclosures.

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Enclosure E

Information Requested

Please provide the following information related to your ability to pay for or conduct the cleanup at the Site.

1. Please return a completed copy of the document titled "Financial Statement of Individual Debtor." In completing this document please indicate clearly for all assets and debts identified on the questionnaires the type of ownership of each asset described, i.e., owned individually, owned jointly with affiliate/subsidiary/parent or owned with other parties.
2. In addition to completion of these financial statements it is requested that you provide a copy of the U.S. Corporate Income Tax Return, Form 1040, for the last five years. You are to provide a facsimile of the tax return submitted to the Internal Revenue Service that contains any and all attachments that would be required by the Internal Revenue Service at the time of filing. Furthermore, if any of the income, loss or gain reported on the return related from partnership, trust or subchapter S sources, please provide a copy of the 1065, 1041 or 1120S return as well as any and all attachments that would be required by the Internal Revenue Service at the time of filing. Furthermore, if any of the returns provided have been audited, corrected, amended or changed, or if you have been notified of an audit, please describe the circumstances pertaining to that event.
3. Additionally, you are asked to provide a copy of any and all financial statements that apply to the last five years. This is to include all internal and external audits, balance sheets, income statements and other statements that purport to describe your worth and/or income and expenses. In addition, if at any point in the last five years you were required to submit financial statements, please provide a copy of what was submitted as well as an explanation which describes the reason for submission, e.g., for loan or for demonstration of the financial capability to deliver on a contract.
4.
 - a. Please provide copies of all rental agreements, easements, exclusive rights to use, options to buy, or other documents that describe interests in Real Estate possessed by you or possessed by other entities for your benefit currently in existence or which were in effect for the past five years.
 - b. If there are any oral agreements or other unwritten agreements pertaining to any rentals on the Clearview property or to the Real Estate interests described in response to Question 4a, above, please provide the specifics as to the length of the agreement, the specific requirements of the agreement and the compensation payable regarding the agreement.

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5. Provide copies of all property, casualty and/or liability insurance policies, and any other insurance contracts referencing you, and/or any entity controlled by you, (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance). Include any and all policies held between 1959 and 1976 providing you and/or any related entity with insurance for loss or damage to the Site property.
6. To the extent not provided in Question 5 above, provide copies of all insurance policies that may potentially provide you, and/or any entity controlled by you, with insurance for bodily injury or property damage in connection with the Site and/or your or any entity's business operations (including, but not limited to, Comprehensive General Liability). Include, without limitation, all primary, excess, and umbrella policies.
7. If there are any such policies from Questions 5 or 6, above, of which you are aware but have no copies, identify each such policy to the best of your ability by identifying:
 - a. The name and address of each insurer and of the insured;
 - b. The type of policy and policy numbers;
 - c. The per occurrence policy limits of each policy; and
 - d. The effective dates for each policy.
8. Identify all insurance brokers or agents who placed insurance for you, and/or any entity controlled by you, at any time during the period 1959 through 1976 and identify the time period during which such broker or agent acted in this regard.
9. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of you, and/or any entity controlled by you, under any insurance policy in connection with the Site. Include any responses from the insurer with respect to any claims.
10. Identify any previous settlements with any insurer in connection with the Site, or for any claims for environmental liabilities during the time period in questions. Include any policies surrendered or cancelled by you, and/or any entity controlled by you, or the insurer(s).
11. Identify any and all insurance, accounts paid or accounting files that identify your, and/or any other entity's, insurance policies.
12. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:
 - a. Your document retention policy;

ORIGINAL

- b. A description of how the records were/are destroyed (burned, archived, trashed, etc.) and the approximate date of destruction;
- c. A description of the type of information that would have been contained in the documents; and
- d. The name, job title, and most current address known to you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.

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ENCLOSURE

FINANCIAL STATEMENT OF INDIVIDUALS

(Use Additional Sheet If Necessary)

ORIGINAL

1. Name _____
2. Birth date (month, day, year) _____
3. Social security number (optional) _____
4. Home Address _____
5. Phone Number _____
6. Name of spouse (give address and phone number if different from yours) _____
7. Spouse's date of birth (month, day, year) _____

DEBTOR EMPLOYMENT DATA

8. Occupation _____
9. How long in present employment _____
10. Present Employment

<u>Employer's Name</u>	<u>Address</u>	<u>Phone No.</u>
_____	_____	_____
_____	_____	_____

11. Other Employment Within Last 3 Years

<u>Employer's Name/ Position</u>	<u>Address</u>	<u>Phone #</u>	<u>Compensation (Salary or wages and Commission)</u>	<u>Employment Dates</u>
a) _____	_____	_____	_____	_____

12. Present Monthly Income
- | | (Gross) | (Net) |
|---|----------|----------|
| Salary or Wages | \$ _____ | \$ _____ |
| Commissions | \$ _____ | \$ _____ |
| Retirement Income (SSA, Pension, IRA, etc.) | \$ _____ | \$ _____ |
| Unemployment Compensation | \$ _____ | \$ _____ |
| Other (state source) | \$ _____ | \$ _____ |
| Total | \$ _____ | \$ _____ |

SPOUSE'S EMPLOYMENT DATA

ORIGINAL

13. Occupation _____

14. Social security number (optional) _____

15. How long in present employment _____

16. Present Employment

Employer's Name

Address

Phone No.

17. Other Employment Within Last 3 Years

Employer's

Name/

Compensation

(Salary or wages

Employment

Position

Address

Phone #

and Commission)

Dates

a) _____

b) _____

18. Present Monthly Income

(Gross)

(Net)

Salary or Wages

\$ _____

\$ _____

Commissions

\$ _____

\$ _____

Retirement Income (SSA, Pension,
IRA, etc.)

\$ _____

\$ _____

Unemployment Compensation

\$ _____

\$ _____

Other (state source)

\$ _____

\$ _____

Total

\$ _____

\$ _____

DEPENDENTS

ORIGINAL

19. Total number of dependents _____

Relationship

Age

a) _____

b) _____

c) _____

20. Total monthly income of dependents (except spouse) \$ _____

21. For what period did you last file a Federal Income Tax Return?

_____ State and Municipal Tax Return? _____

22. Where were returns filed _____

23. Amount of Gross Income reported _____

Please submit tax returns (both federal and state) for the past four years and identify those years 199 , 199 , 199 , 199

24. FIXED MONTHLY EXPENSES

Rent or Mortgage \$ _____

Food \$ _____

Utilities \$ _____

Interest \$ _____

Debt Repayments (including
installments) \$ _____

Insurance (life and property) \$ _____

Other (specify) \$ _____

Total fixed monthly charges \$ _____

ORIGINAL

25. A. LOANS PAYABLE

	<u>Owed to/Purpose</u>	<u>Term/Interest Rate</u>	<u>Collateral/Cosigner</u>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
	<u>Monthly Payments</u>	<u>Original Amount/Date</u>	<u>Present Balance</u>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

B. MORTGAGES PAYABLE

	<u>Address</u>	<u>Term/Interest Rate</u>	<u>Collateral/Cosigner</u>
1)	_____	_____	_____
2)	_____	_____	_____
	<u>Monthly Payments</u>	<u>Original Amount/Date</u>	<u>Present Balance</u>
1)	_____	_____	_____
2)	_____	_____	_____

26. PERSONAL ASSETS (Fair Market Value)

		<u>Amount</u>
Cash		\$ _____
Checking Accounts		
Bank	<u>Account #</u>	
_____	_____	\$ _____
_____	_____	\$ _____
Savings Accounts		
Bank	<u>Account #</u>	
_____	_____	\$ _____
_____	_____	\$ _____

Motor Vehicles (Blue Book Value or if other source, state)

ORIGINAL

Year	Make	Model	License #	Value
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Total Motor Vehicles				\$ _____

Debts Owed to You

Name of Debtor	Purpose/Repayment Terms	Present Balance
_____	_____	\$ _____
_____	_____	\$ _____

Securities	Description	Approximate Market Value
Stocks	_____	\$ _____
Bonds	_____	\$ _____
Mutual Funds	_____	\$ _____
IRAs/Keoghs	_____	\$ _____
Other (CDs, etc.)	_____	\$ _____
Total Securities		\$ _____

Household furniture and goods

\$ _____

Items used in trade or business

\$ _____

Other personal property (itemize)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

ORIGINAL

Real Estate

	Description/Address (from question 25(B), if applicable)	Assessed Value	Market Value
1)	_____	\$ _____	\$ _____
2)	_____	\$ _____	\$ _____
Total Assets			\$ _____

27. PERSONAL LIABILITIES

	Current Balance
Total installment debt principal (car, furniture, clothing, etc.)	\$ _____
Taxes owed	
Income	\$ _____
Other (itemize)	
_____	\$ _____
_____	\$ _____
Total taxes owed	\$ _____
Total loans payable (to banks, finance co.'s etc.; total of present balances in question 25(A)).	\$ _____
Judgments you owe	\$ _____
Total real estate mortgages (total of present balances in question 25(B)).	\$ _____
Other debts (itemize)	
_____	\$ _____
_____	\$ _____
Total liabilities	\$ _____

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28. Real Estate Being Purchased Under Contract

Address _____

Name of seller _____

Contract price \$ _____

Principal amount still owing \$ _____

Next cash payment due (date) _____

Amount of next payment \$ _____

29. LIFE INSURANCE POLICIES

<u>Company</u>	<u>Face Amount</u>
Policy 1) _____	\$ _____
Policy 2) _____	\$ _____
Policy 3) _____	\$ _____

<u>Cash Surrender Value</u>	<u>Outstanding Loans</u>
Policy 1) _____	\$ _____
Policy 2) _____	\$ _____
Policy 3) _____	\$ _____

Describe conditions of borrowing options for each policy including available rates.

Policy 1) _____

Policy 2) _____

Policy 3) _____

30. List all real and personal property owned by spouse and dependents valued in excess of \$5,000 (list items separately).

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31. List all transfers of real and personal property including cash (loan, gift, sale, etc.) that you have made within the last 3 years (items of \$5,000 or more).

<u>Date</u>	<u>Amount</u>	<u>Property Transferred</u>	<u>To Whom</u>	<u>Conditions of Transfer</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

32. Are you a party in any law suit now pending? _____ Yes _____ No

Provide Details. _____

When is judgment anticipated? _____

33. Are you a trustee, executor, or administrator? _____ Yes _____ No

Provide Details. _____

34. Is anyone holding any real or personal property on your behalf?

_____ Yes _____ No

Provide Details. _____

35. Is there any likelihood you will receive an inheritance?

_____ Yes _____ No

If yes, from whom, when, and how much? _____

36. Do you receive, or under any circumstances, expect to receive benefits from any established trust, from a claim for compensation of damages, or from a contingent or future interest in a property of any kind?

_____ Yes _____ No

Provide Details. _____

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ENCLOSURE

CERTIFICATION

I, _____, certify that the attached copies of my federal, state and local income tax returns for the years 199 -199 are true and correct copies of the complete income tax returns plus amendments (if any) submitted to the Internal Revenue Service and relevant State and local taxing authorities for said years. I further certify that the attached copies of [Insert list of other documents submitted to EPA] are true and correct copies of said documents. I also certify that said tax returns and other documents fairly and accurately reflect my financial condition for the time periods indicated, that no other documents exist that would give a different picture of my financial condition for the time period indicated or currently, and that my financial condition has not significantly changed since preparation of the most recent tax returns. I declare under penalty of perjury that the foregoing is true and correct.

Executed on: _____

Signature

ORIGINAL

Verification and Affidavit

With knowledge of the penalties for false statements provided by 18 U.S. Code 1001 (\$10,000 fine and/or 5 years imprisonment) and with knowledge that this financial statement is submitted by me to affect action by the Department of Justice, I hereby certify that I believe and I completely understand the above statement, and that the same is a true and complete statement of all my income and assets, real and personal, whether held in my name or otherwise.

Date _____

Affiant

Age (Next Birthday)

NOTARY PUBLIC